



**HOUSING AUTHORITY  
of the County of Los Angeles**

Administrative Office

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**Gloria Molina**  
**Mark Ridley-Thomas**  
**Zev Yaroslavsky**  
**Don Knabe**  
**Michael D. Antonovich**  
Commissioners

**Sean Rogan**  
Executive Director

August 9, 2011

Honorable Board of Commissioners  
Housing Authority of the County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

**ADOPTED**

BOARD OF COMMISSIONERS  
HOUSING AUTHORITY

#1-H AUGUST 9, 2011

*Sachi A. Hamai*

SACHI A. HAMAI  
EXECUTIVE OFFICER

Dear Commissioners:

**APPROVE SERVICE CONTRACT FOR WIRELESS BROADBAND  
SERVICES AT THE HARBOR HILLS HOUSING DEVELOPMENT  
(DISTRICT 4) (3 VOTE)**

**CIO RECOMMENDATION: APPROVE (X) APPROVE WITH MODIFICATION ( )  
DISAPPROVE ( )**

**SUBJECT**

This letter recommends approval of a Service Contract (Contract) with One Economy Corporation, a non-profit organization, to construct, install and maintain a shared wireless mesh internet network system that will provide internet access to the public housing residents at the Harbor Hills housing development, located at 26607 S. Western Avenue in the City of Lomita.

**IT IS RECOMMENDED THAT YOUR BOARD:**

1. Approve and authorize the Executive Director or his designee to execute and if necessary, terminate a Contract with One Economy Corporation, to design, install, and provide network monitoring and maintenance of the system for a term of five years at the sole cost and expense of One Economy Corporation.
2. Authorize the Executive Director or his designee to approve a Contract with limited warranty and limitation of liability language, which will allow One Economy Corporation, a non-profit organization, to establish broadband availability and affordability at the Harbor Hills housing development.



3. Find that the approval of the Contract is exempt from the provisions of the California Environmental Quality Act (CEQA) because the work includes activities that will not have the potential for causing a significant effect on the environment.

#### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The purpose of this action is to approve a Contract with limited warranty and limitation of liability language that will allow One Economy Corporation to construct, install, and maintain a shared wireless mesh internet network system that will provide internet access to the public housing residents at the Harbor Hills housing development.

#### **FISCAL IMPACT/FINANCING**

There is no impact on the County general fund. The Internet network system and maintenance will be provided to the Housing Authority at no cost for a period of five years. After the five year period expires, the Housing Authority will own the network system, whereafter tenants will need to subscribe for their own wireless Internet access.

#### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

One Economy Corporation applied for and was awarded a grant from the United States Department of Commerce in 2010, under the Broadband Technology Opportunity Program (BTOP). As a part of the American Reinvestment and Recovery Act (ARRA), the internet network system and maintenance will be provided to the Housing Authority at no cost for a period of five years.

One Economy Corporation is partnering with Public Housing Authorities and other owners of affordable housing across the United States. One Economy Corporation has worked with more than fifty communities to build digital inclusion programs; this system is a proven model for enabling low-income people to adopt technology and the internet into their daily lives. Through broadband availability and affordability, Housing Authority residents will become empowered to take the steps necessary to improve their lives. Internet access will raise their standard of living and connect them to the economic mainstream, through greater access to financial, education, job, health and informational services.

As part of this One Economy Corporation BTOP grant, internet access will be provided to 301 household units at the Harbor Hills housing development at no cost to the residents for two years. In the final three years of this Contract, internet access will be offered to each household unit at the low cost of \$10 per month.

One Economy Corporation, a non-profit entity, has requested that the following limited warranty and limitation of liability language be included in the contract agreement:

"The Services are provided on a "best efforts" basis only, with no guaranty of availability. No other warranties, either express or implied, are given by Contractor, and any and all such warranties are hereby disclaimed. All implied warranties including any warranty of merchant ability and fitness for a particular fitness for a particular purpose, are hereby disclaimed. No oral or written information or advice given by Contractor or its employees shall create a warranty or make any modification, extension, or addition to this warranty."

"Notwithstanding any provision in this contract to the contrary, Contractor will not be liable for any loss or damaged sustained by Housing Authority or any user of the Services as a result of any discontinuance or interruption of Services. In no event will Contractor be liable to the Housing Authority or to any third parties for any damages or injuries including loss of profits, or other indirect, special, incidental, or consequential damages of any kind in connection with or arising out of this agreement. The foregoing limitation shall apply whether any such damages are alleged as a breach of contract or tortious conduct, including negligence, and even if Contractor has been advised of the possibility of such damages."

Although this limits One Economy Corporation's warranty and liability, thereby creating some risk and potential exposure for the Housing Authority, the Housing Authority's Risk Manager, in consultation with County Counsel, has approved the language in light of the much needed services and the resulting benefit to the public housing residents.

The Chief Information Officer has reviewed the Contract and recommends approval (CIO Analysis attached).

#### **ENVIRONMENTAL DOCUMENTATION**

Pursuant to 24 Code of Federal Regulation, Part 58, Section 58.35 (a)(3)(ii), this project is excluded from the National Environmental Policy Act because it involves activities that will not alter existing environmental conditions. It is exempt from the provisions of CEQA, pursuant to State CEQA Guidelines 15301, because it involves negligible or no expansion of use beyond what currently exists and does not have the potential for causing a significant effect on the environment.

**IMPACT ON CURRENT PROJECT**

The wireless network system provided by One Economy Corporation will allow residents greater access to financial, education, job, health and information services. Through broadband availability and affordability, Harbor Hills housing development residents will become empowered to take the steps necessary to improve their lives. Internet access for residents will raise their standard of living and further connect them to the economic mainstream.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Sean Rogan', with a stylized flourish at the end.

SEAN ROGAN  
Executive Director

Attachments

## CIO ANALYSIS

### APPROVE SERVICE CONTRACT FOR WIRELESS BROADBAND SERVICES AT THE HARBOR HILLS HOUSING DEVELOPMENT

CIO RECOMMENDATION: ☒ APPROVE ☐ APPROVE WITH MODIFICATION  
☐ DISAPPROVE

**Contract Type:**

☒ New Contract ☐ Contract Amendment ☐ Contract Extension  
☐ Sole Source Contract ☐ Hardware Acquisition ☐ Other

New/Revised Contract Term: Base Term: 5 Years # of Option Yrs: 0

**Contract Components:**

☒ Software ☒ Hardware ☒ Telecommunications  
☒ Professional Services

Project Executive Sponsor: Sean Rogan, Executive Director, Community Development Commission

**Budget Information :**

Y-T-D Contract Expenditures	N/A
Requested Contract Amount	N/A
Aggregate Contract Amount	N/A

**Project Background:**

Yes	No	Question
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Is this project legislatively mandated?
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Is this project subvented? One Economy Corporation was awarded grant funding through the Broadband Technology Opportunity Program (BTOP), part of the American Reinvestment and Recovery Act (ARRA) to install and maintain Wireless Broadband Services to low and moderate income households.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Is this project/application applicable to (shared use or interfaced) other departments? If yes, name the other department(s) involved.

**Strategic Alignment:**

Yes	No	Question
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Is this project in alignment with the County of Los Angeles Strategic Plan?
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Is this project consistent with the currently approved Department Business Automation Plan?
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Does the project's technology solution comply with the County of Los Angeles IT Directions Document?
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Does the project technology solution comply with preferred County of Los Angeles IT and security Standards?
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Has data for this contract and/or project been entered into the Information Technology Tracking System (ITTS)?

**Project/Contract Description:**

The Los Angeles County Housing Authority is requesting Board approval of a service contract with One Economy Corporation, a Washington, D.C. based non-profit organization, to install and maintain a wireless mesh internet network at the Harbor Hills housing development in Lomita, CA. One Economy Corporation will install and maintain the network at no cost to the Housing Authority for five years.

**Background:**

In 2010, One Economy Corporation was awarded grant funding through the Broadband Technology Opportunity Program (BTOP), part of the American Reinvestment and Recovery Act (ARRA) to install and maintain wireless broadband services to low and moderate income households. One Economy Corporation contacted the Housing Authority to install a wireless internet network at Harbor Hills Housing Development.

One Economy Corporation will work with the Housing Authority to design and install the wireless internet network, which will provide Internet access during and after the five year program period. One Economy Corporation will provide routine network operations and maintenance for the first year. After the first year, the Housing Authority's Resident Services Coordinator will be responsible for basic support (e.g., router resets, powering additional routers, etc.). However, One Economy Corporation and its contractors will still be responsible for network maintenance, monitoring, and help desk support for five years.

Residents of the housing development will be able to receive wireless Internet access at no charge for the first two years of the project. During years 3-5 they will be able to receive wireless access at the subsidized rate of \$10 per month. After year 5, they can choose to pay the unsubsidized rate or end access.

Following the five year period, the Housing Authority will have the option to continue supporting the network, upgrade it, or discontinue its use.

**Project Justification/Benefits:**

The purpose of this action is to bring low-cost high-speed wireless Internet to the residents of the Harbor Hills housing development in order to provide enhanced socio-economic benefits. It is based on a proven model that has been employed previously by One Economy Corporation in numerous public housing sites. There are no out-of-pocket costs to the Housing Authority for design, installation, and operation of the network.

**Project Metrics:**

Following Board approval, completion of the network installation is scheduled to take 90 days.

**Impact on Service Delivery or Department Operations, if Proposal is Not Approved:**

If the contract is not approved, then the residents of the Harbor Hills Housing Development will not receive the economic and other benefits provided at no cost/low cost for internet access.



**Alternatives Considered:**

No other alternatives were considered.

**Project Risks:**

The Community Development Commission/Housing Authority's Risk Manager and County Counsel have reviewed One Economy Corporation's liability and warranty language, and determined the limitations are justified in light of the benefits to the public housing residents. The Chief Information Security Officer (CISO) has reviewed the contract and did not identify any security risks or issues.

**Risk Mitigation Measures:**

As a result of CIO and County Counsel's review of One Economy Corporation contract, the Housing Authority will control the content of the portal home page to provide appropriate initial content and to ensure compliance with County's prohibition against advertising on County websites.

**Financial Analysis:**

There is no cost to the Housing Authority for installation or maintenance for the first 5 years of operation.

**CIO Concerns:**

None.

**CIO Recommendations:**

My Office recommends Board approval of the proposed acquisition.

**CIO APPROVAL**

Date Received: 7/7/2011  
Prepared by: John Arstein  
Date: 7/15/2011  
Approved: Cheryl Melendez  
Date: 7/25/2011

## **CONTRACT AGREEMENT FOR SERVICES**

This "Contract" is made and entered into this \_\_\_\_\_ day of August, \_\_\_\_\_, by and between the Housing Authority of the County of Los Angeles, hereinafter referred to as "Housing Authority", and One Economy Corp., a District of Columbia Non-profit Corporation, hereinafter referred to as "Contractor."

### **RECITAL**

#### **1. PURPOSE**

The Contractor is in the business of providing installation, delivery, and maintenance of Wireless Broadband Services to low and moderate income households. The Contractor was awarded a grant through the Broadband Technology Opportunity Program, ("BTOP") part of the American Reinvestment and Recovery Act ("ARRA"). Broadband services will be provided to the units (as defined below) at the Property (as defined below) at no cost to the Housing Authority for a period of five (5) years.

#### **2. PROJECT**

Contractor shall provide the services set forth in Exhibit A (collectively the "Services"), which is attached hereto and incorporated herein by reference, at the following Housing Authority Site (the "Property"):

- Harbor Hills: 26607 Western Avenue Lomita, CA 90717

Housing Authority on behalf of itself, its successors and assigns, hereby grants to Contractor, its successors and assigns, non-exclusive access in order to construct, install, and maintain a shared wireless mesh internet network (the "System") to provide wireless internet service to the Property during the Term. Housing Authority further grants Contractor all rights of access, ingress and egress to the Property, as well as such easements as are reasonably necessary in order to perform the Services.

Contractor will install and maintain, at Contractor's sole cost and expense, the System to deliver internet access to each residential unit ("Unit") at the Property. Except as otherwise provided by federal law, the System, regardless of whether attached to or incorporated in the Property, installed outside the building, overhead, above or underground including all equipment installed in a Unit shall remain the personal property of the Contractor and shall at all times remain subject to Contractor's exclusive management and control, and unless otherwise required by law or expressly agreed to in writing by Contractor, neither Housing Authority nor



any resident of the Property will have or obtain any right, title or interest therein. Contractor shall at all times be authorized to remove the System from the Property free of any lien of the Housing Authority. Contractor agrees not to move, connect, disconnect or otherwise alter or damage any of Housing Authority facilities or equipment.

Contractor agrees to maintain and repair the System as necessary so that such System remains in working order for the Term and any renewal thereof. Housing Authority acknowledges that the Contractor or such third party authorized by Contractor are the only entities authorized to maintain or repair the System during the Term of this Contract. Such maintenance and repair may include periodic upgrading and removal of equipment and will include repair of damage caused by the negligence or willful misuse of the System or any portion thereof by Housing Authority or the residents of the Property, or damage due to vandalism or tampering with the System, which cost of repair will be charged to the Housing Authority or resident responsible for such damage. Notwithstanding any other provision of this Agreement, Contractor shall promptly repair all damage to the Housing Authority Property arising from or out of Contractor's acts or omissions under this Agreement, normal wear and tear excepted. Contractor will have the right to remove any or all of the System upon termination or the expiration of this Agreement.

## **TERMS AND CONDITIONS**

### **3. TERM**

The term of this agreement shall begin on the date of execution and shall continue until such time as services described in Exhibit A have been provided for a five (5) year period or until this Agreement is terminated as set forth herein.

### **4. CONTRACTOR'S RESPONSIBILITIES**

The Contractor agrees to perform in a good workmanlike manner, to the satisfaction of the Housing Authority's Executive Director, all the work described in the attached Statement of Work, Attachment A.

### **5. COMPENSATION**

The Contractor shall have no claim against the Housing Authority for payment of any money or reimbursement, of any kind whatsoever, for providing the Services. The Services will be provided to Property at no cost to the Housing Authority for a period of five (5) years. This provision shall survive the expiration or other termination of this Contract.

### **6. AMENDMENT**

This Agreement or any part hereof, may be amended from time to time only by a written instrument executed by the Housing Authority and Contractor.

**7. TERMINATION FOR IMPROPER CONSIDERATION**

The Housing Authority may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Contract, if it is found that consideration, in any form, was offered or given by Contractor, either directly or through an intermediary, to any County office, employee or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment or extension of this Contract or the making of any determinations with respect to the Contractor's performance pursuant to this Contract. In the event of such termination, the Housing Authority shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

The Contractor shall immediately report any attempt by a Housing Authority officer or employee to solicit such improper consideration. The report shall be made either to the Housing Authority's Executive Director or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

**8. ASSIGNMENT BY CONTRACTOR**

The Contractor shall not assign its rights or delegate its duties under the Contract, or both, whether in whole or in part, without the prior written consent of the Housing Authority, which shall not be unreasonably withheld, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, Housing Authority consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the Housing Authority to any approved delegate or assignee on any claim under the Contract shall be deductible, at the Housing Authority's sole discretion, against the claims, which the Contractor may have against the Housing Authority. However, the Housing Authority reserves the right to assign this Contract to another public agency without the consent of the Contractor.

Shareholders, partners, members, or other equity holders of the Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is affected in such a way as to give majority control of the Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of the Housing Authority in accordance with applicable provisions of this Contract.

Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without the Housing Authority's express prior written approval, shall be a material breach of the Contract which may result in the termination of the Contract. In the event of such termination, the Housing Authority shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

#### **9. CONFIDENTIALITY OF REPORTS**

With the exception of reporting and disclosure requirements dictated by BTOP and the ARRA, the Contractor shall keep confidential all reports, information and data received, prepared or assembled pursuant to performance hereunder. Such information shall not be made available to any person, firm, corporation or entity without the prior written consent of the Housing Authority unless such disclosure is required by BTOP or the ARRA.

#### **10. SUBCONTRACTING**

The Contractor may use subcontractors for a portion of the Services provided Contractor provides the Housing Authority with notice of such subcontractors prior to the subcontractor's commencement of work and Housing Authority reasonably approves such subcontractor.

#### **11. INSURANCE**

Without limiting Contractor's indemnifications provided in this Contract, Contractor shall procure and maintain, at Contractor's sole expense for the duration of this Contract or as otherwise set forth herein, the insurance policies described herein. Such insurance shall be secured from carriers admitted in California, or authorized to do business in California. Such carriers shall be in good standing with the California Secretary of State's Office and the California Department of Insurance. Such carriers must be approved by the California Department of Insurance and must be included on the California Department of Insurance List of Eligible Surplus Line Insurers (hereinafter "LESLI"). Such carriers must have a minimum rating of or equivalent to A:VIII in Best's Insurance Guide. Contractor shall, concurrent with the execution of this Contract, deliver to the Housing Authority certificates of insurance with original endorsements evidencing the insurance coverage required by this Contract. If original endorsements are not immediately available, such endorsements may be delivered subsequent to the execution of this Contract, but no later than thirty (30) days following execution of this Contract. The certificates and endorsements shall be signed by a person authorized by the insurers to bind coverage on its behalf. Contractor shall provide the Commission with certificates of insurance and applicable endorsements each year during the term of this Contract to

evidence its annual compliance with the insurance requirements set forth herein. The Housing Authority reserves the right to require complete certified copies of all policies at any time. Said insurance shall be in a form acceptable to the Housing Authority and may provide for such deductibles as may be acceptable to the Housing Authority. Any self-insurance program and self-insured retention must be separately approved by the Housing Authority. In the event such insurance does provide for deductibles or self-insurance, Contractor agrees that it will defend, indemnify and hold harmless the Housing Authority, the Community Development Commission of the County of Los Angeles ("Commission"), the County of Los Angeles ("County"), and their elected and appointed officers, officials, representatives, employees, and agents in the same manner as they would have been defended, indemnified and held harmless if full coverage under any applicable policy had been in effect. Each policy shall be endorsed to stipulate that the Housing Authority be given at least thirty (30) days' written notice in advance of any cancellation or any reduction in limit(s) for any policy of insurance required herein. Contractor shall give the Housing Authority immediate notice of any insurance claim or loss which may be covered by insurance. Contractor represents and warrants that the insurance coverage required herein will also be provided by any entities with which Contractor contracts, as detailed below. All certificates of insurance and additional insured endorsements shall carry the following identifier:

One Economy Corp

The insurance policies set forth herein shall be primary insurance with respect to the Housing Authority. The insurance policies shall contain a waiver of subrogation for the benefit of the Housing Authority. Failure on the part of Contractor, and/or any entities with which Contractor contracts, to procure or maintain the insurance coverage required herein may, upon the Housing Authority's reasonable discretion, constitute a material breach of this Contract pursuant to which the Housing Authority may immediately terminate this Contract and exercise all other rights and remedies set forth herein, at its sole and absolute discretion, and without waiving such default or limiting the rights or remedies of the Housing Authority, procure or renew such insurance and pay any and all premiums in connection therewith and all monies so paid by the Housing Authority shall be immediately repaid by the Contractor to the Housing Authority upon demand including interest thereon at the default rate. In the event of such a breach, the Housing Authority shall have the right, at its sole election, to participate in and control any insurance claim, adjustment, or dispute with the insurance carrier. Contractor's failure to assert or delay in asserting any claim shall not diminish or impair the Housing Authority's rights against the Contractor or the insurance carrier.

When Contractor, or any entity with which Contractor contracts, is naming the Housing Authority as an additional insured on the general liability insurance policy set forth below, then the additional insured endorsement shall contain language similar to the language contained in ISO form CG 20 10 11 85. In the alternative and in Housing Authority's sole and absolute discretion, it may accept both CG 20 10 10 01 and CG 20

37 10 01 in place of CG 20 10 11 85. The following insurance policies shall be maintained by Contractor and any entity with which Contractor contracts for the duration of this Contract, unless otherwise set forth herein:

A. GENERAL LIABILITY INSURANCE (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following:

General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000

The Commission, Housing Authority, County, and each of their elected and appointed officers, officials, representatives, employees, and agents, shall be named as additional insureds for contractor's work on such policy.

B. AUTOMOBILE LIABILITY INSURANCE (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than \$1 million for each incident. Such insurance shall include coverage of all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto".

C. WORKERS' COMPENSATION and EMPLOYER'S LIABILITY insurance providing worker's compensation benefits, as required by the Labor Code of the State of California.

In all cases, the above insurance also shall include Employer's Liability coverage with limits of not less than the following:

Each Accident	\$1,000,000
Disease-policy limit	\$1,000,000
Disease-each employee	\$1,000,000

D. PROFESSIONAL LIABILITY INSURANCE, including coverage for personal injury, death, property damage, and contractual liability in an amount not less than One Million Dollars (\$1,000,000) for each occurrence (Two Million Dollars (\$2,000,000) general aggregate). Said insurance shall be maintained for the statutory period during which the professional maybe exposed to liability. If Contractor is not providing professional services, then it is the responsibility of Contractor to obtain separate written approval from Housing Authority to eliminate this professional liability insurance requirement. Contractor shall require that the aforementioned professional liability insurance coverage language be incorporated into its contract with any other entity with which it contracts for professional services.

E. CRIME INSURANCE, including coverage against loss of money, securities, inventory or other property, with limits in amounts not less than indicated below:

Employee Theft Coverage	\$1,000,000
Forgery Coverage	\$1,000,000
Client Coverage	\$1,000,000

Contractor agrees that it will require all of the above mentioned insurance requirements be incorporated in its contract with any entity with which it contracts in relation to this Contract, the Property, or project that is the subject of this Contract.

## **12. INDEMNIFICATION**

The Contractor shall indemnify, defend and hold harmless the Commission, Housing Authority, County, and each of their elected and appointed officers, officials, representatives, employees, and agents from and against any and all liability, demands, damages, claims, causes of action, expenses, and fees (including reasonable attorney's fees and costs and expert witness fees), including, but not limited to, claims for bodily injury, property damage, and death (hereinafter collectively referred to as "Liabilities"), that arise out of, pertain to, or relate to Contractor's acts, errors, or omissions arising from, pertaining to, or relating to this Contract except to the extent caused by the sole negligence or willful misconduct of Commission, Housing Authority, or County. This indemnification provision shall remain in full force and effect and survive the termination and/or expiration of this Contract. Contractor agrees to require any and all entities with which it contracts to agree to and abide by the above mentioned indemnification requirements in favor of the Commission, Housing Authority, and County, as applicable to each of them.

The Housing Authority does not, and shall not, waive any rights that it may have against the Contractor by reason of the acceptance by the Housing Authority, or the deposit with the Housing Authority, of any insurance policies or endorsements required pursuant to this Contract. This indemnification provision shall apply regardless of whether or not said insurance policies or endorsements are determined to be applicable to any claim, demand, damage, liability, loss, cost or expense described above.

## **13. LIMITED WARRANTY**

The Services are provided on a "best efforts basis only, with no guaranty of availability. No other warranties, either express or implied, are given by Contractor, and any and all such warranties are hereby disclaimed. All implied warranties including any warranty of merchant ability and fitness for a particular fitness for a particular purpose, are hereby disclaimed. No oral or written information or advice given by Contractor or its employees shall create a warranty or make any modification, extension, or addition to this warranty."



**14. LIMITATION OF LIABILITY**

Notwithstanding any provision in this Contract to the contrary, Contractor will not be liable for any loss or damage sustained by Housing Authority or any user of the Services as a result of any discontinuance or interruption of Services.

In no event will Contractor be liable to the Housing Authority or to any third parties for any damages or injuries including loss of profits, or other indirect, special, incidental, or consequential damages of any kind in connection with or arising out of this agreement. The foregoing limitation shall apply whether any such damages are alleged as a breach of contract or tortious conduct, including negligence, and even if Contractor has been advised of the possibility of such damages.”

**15. GOVERNING LAW**

This Agreement shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the laws of the State of California and all applicable federal laws and regulations.

**16. PARTIES BOUND**

The terms and provisions of this Agreement shall be binding upon the parties hereto, their legal representatives, successors, and assigns.

**17. RETURN OF AGREEMENT**

Upon receipt, Housing Authority shall forward two (2) signed Agreements to Contractor. Thereafter, Contractor shall deliver one (1) fully executed copy of this Agreement to Housing Authority.

**18. TERMINATION FOR CONVENIENCE**

The Housing Authority and Contractor reserves the right to cancel this Agreement for any reason at all upon thirty (30) days prior written notice to the other Party.

**19. TERMINATION FOR CAUSE**

This Agreement may be terminated by the Housing Authority upon written notice to the Contractor for just cause (failure to perform satisfactorily) with no penalties incurred by the Housing Authority upon termination or upon the occurrence of any of the following events in A, B, C or D:

- A. Should the Contractor fail to perform all or any portion of the work required to be performed hereunder in a timely and good workmanlike manner or properly carry out the provisions of this Agreement in their true intent and meaning, then in such case, notice thereof in writing will be served upon the Contractor, and should the Contractor neglect or refuse to provide a means for satisfactory compliance with this Agreement and within 30 days of receipt of notice of default the Housing Authority shall have the power to suspend or terminate the operations of the Contractor in whole or in part.
- B. Should the Contractor fail within thirty (30) days to perform in a satisfactory manner, in accordance with the provisions of this Agreement, or if the work to be done under this Agreement is abandoned for more than three days by the Contractor, then notice of deficiency thereof in writing will be served upon Contractor by the Housing Authority. Should the Contractor fail to comply with the terms of this Agreement within thirty (30) days, upon receipt of said written notice of deficiency, the Executive Director of Housing Authority shall have the power to suspend or terminate the operations of the Contractor in whole or in part.
- C. In the event that a petition of bankruptcy shall be filed by or against the Contractor.
- D. If, through any cause, the Contractor shall fail to fulfill, in a timely and proper manner, the obligations under this Agreement, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Agreement, the Housing Authority shall thereupon have the right to terminate this Agreement by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least thirty days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Contractor under this Agreement shall, at the option of the Housing Authority become its property and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed.

**20. CONTRACTOR'S WARRANTY OF ADHERENCE TO HOUSING AUTHORITY'S CHILD SUPPORT COMPLIANCE PROGRAM**

The Contractor acknowledges that the Housing Authority has established a goal of ensuring that all individuals who benefit financially from the Housing Authority through a contract, are in compliance with their court-ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the taxpayers of the County of Los Angeles.

As required by Housing Authority Child Support Compliance Program and without limiting Contractor's duty under this Contract to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall, during the term of

this Contract, maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or CSSD Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

**21. TERMINATION FOR BREACH OF WARRANTY TO COMPLY WITH HOUSING AUTHORITY'S CHILD SUPPORT COMPLIANCE PROGRAM**

Failure of the Contractor to maintain compliance with the requirements set forth in Paragraph 20, "*CONTRACTOR'S WARRANTY OF ADHERENCE TO Housing Authority CHILD SUPPORT COMPLIANCE PROGRAM*" shall constitute default under this contract. Without limiting the rights and remedies available to Housing Authority's under any other provision of this contract, failure of Contractor to cure such default within 90 calendar days of written notice shall be grounds upon which Housing Authority may terminate this contract pursuant to Paragraph 19 - "TERMINATION FOR CAUSE" and pursue debarment of Contractor, pursuant to Housing Authority Policy.

**22. POST MOST WANTED DELINQUENT PARENTS LIST**

The Contractor acknowledges that the County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. The Contractor understands that it is County's and Housing Authority's policy to strongly encourage all Contractors to voluntarily post an entitled "L.A.'s Most Wanted: Delinquent Parents" poster in a prominent position at Contractor's place of business. The Child Support Services Department (CSSD) will supply Contractor with the poster to be used.

**23. INDEPENDENT CONTRACTOR**

This Contract does not, is not intended to, nor shall it be construed to create the relationship of agent, employee or joint venture between the Housing Authority and the Contractor.

**24. EMPLOYEES OF CONTRACTOR**

*Workers' Compensation:* The Contractor understands and agrees that all persons furnishing services to the Housing Authority pursuant to this Contract are, for the purposes of Workers' Compensation liability, employees solely of the Contractor. Contractor shall bear sole responsibility and liability for providing Workers' Compensation benefits to any person for injuries arising from an accident connected with the Services provided to the Housing Authority under this Contract.

*Professional Conduct:* The Housing Authority does not and will not condone any acts, gestures, comments or conduct from the Contractor's employees, agents or subcontractors which may be construed as sexual harassment or any other type of activities or behavior that might be construed as harassment. The Housing Authority will properly investigate all charges of harassment by residents, employees or agents of the Housing Authority against any and all Contractor's employees, agents or subcontractors providing the Services for the Housing Authority. The Contractor assumes all liability for the actions of the Contractor's employees, agents or subcontractors and is responsible for taking appropriate action after reports of harassment are received by the Contractor.

**25. DRUG-FREE WORKPLACE ACT OF THE STATE OF CALIFORNIA**

The Contractor certifies under penalty of perjury under the laws of the State of California that the Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990.

**26. SAFETY STANDARDS AND ACCIDENT PREVENTION**

The Contractor shall comply with all applicable federal, state and local laws governing safety, health and sanitation. The Contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions, as its own responsibility, reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of this Contract.

**27. COMPLIANCE WITH LAWS**

The Contractor agrees to be bound by all applicable federal, state and local laws, regulations, and directives as they pertain to the performance of this Contract, including but not limited to, the Housing and Community Development Act of 1974, as amended by the Cranston-Gonzalez National Affordable Housing Act, 1990, and the 24 CFR Part 85, and the Americans with Disabilities Act of 1990. If the compensation under this Contract is in excess of \$100,000 then Contractor shall comply with applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 18579h), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency Regulations (40 CFR part 15).

The Contractor must obtain and present all relevant state and local insurance, training and licensing pursuant to the Services required within this Contract.

The Contractor shall comply with the following laws in Sections 28-37, inclusive, and 49-51, inclusive.

**28. CIVIL RIGHTS ACT OF 1964, TITLE VI (NON-DISCRIMINATION IN FEDERALLY-ASSISTED PROGRAMS)**

The Contractor shall comply with the Civil Rights Act of 1964 Title VI which provides that no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

**29. SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974**

The Contractor shall comply with Section 109 of the Housing and Community Development Act of 1974 which states that no person in the United States shall, on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

**30. AGE DISCRIMINATION ACT OF 1975 AND SECTION 504 OF THE REHABILITATION ACT OF 1973**

The Contractor shall comply with the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, which require that no person in the United States shall be excluded from participating in, denied the benefits of, or subject to discrimination under this Contract on the basis of age or with respect to an otherwise qualified disabled individual.

**31. EXECUTIVE ORDER 11246 AND 11375, EQUAL OPPORTUNITY IN EMPLOYMENT (NON-DISCRIMINATION IN EMPLOYMENT BY GOVERNMENT CONTRACTORS AND SUBCONTRACTORS)**

The Contractor shall comply with Executive Order 11246 and 11375, Equal Opportunity in Employment, which requires that during the performance of this Contract, the Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated fairly during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the non-discrimination clause.

The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

The Contractor will send to each labor union or representative of workers with which he has a collective bargaining Contract or other contract or understanding, a notice to be provided by the agency of the Contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.

The Contractor will furnish all information and reports required by the Executive Order and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the Housing Authority and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

In the event of Contractor's noncompliance with the non-discrimination clauses of this Contract or with any of such rules, regulations or orders, this Contract may be canceled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in the Executive Orders and such other sanctions may be imposed and remedies invoked as provided in the Executive Order or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.

The Contractor will include the provisions of these paragraphs in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of the Executive Order No. 11246 of September 24, 1965, that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such actions with respect to any subcontract or purchase order as the Housing Authority may direct as a means of enforcing such provisions including sanctions for noncompliance, provided however, that in the event the Contractor becomes involved in, or is threatened with litigation by a subcontractor or vendor as a result of such direction by the Housing Authority, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

**32. SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968, AS AMENDED(IF APPLICABLE)**

- A. The work to be performed under this Contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low-and very low-income persons, particularly persons who are recipients of HUD assistance for housing.



- B. The parties to this Contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this Contract, the parties to this Contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- C. The Contractor agrees to send to each labor organization or representative of workers with which the Contractor has a collective bargaining Contract or other understanding, if any, a notice advising the labor organization or workers' representative of the Contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The Contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The Contractor will not subcontract with any subcontractor where the Contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
- E. The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected but before the Contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under 24 CFR Part 135.
- F. Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this Contract for default, and debarment or suspension from future HUD assisted contracts.
- G. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this Contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this Contract that are subject to the provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

### **33. FEDERAL LOBBYIST REQUIREMENTS**

The Contractor is prohibited by the Department of Interior and Related Agencies Appropriations Act, known as the Byrd Amendments, and HUD's 24 CFR Part 87, from using federally appropriated funds for the purpose of influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, loan or cooperative Contract, and any extension, continuation, renewal, amendment or modification of said documents.

The Contractor must certify in writing on the Federal Lobbyist Requirements Certification form that they are familiar with the Federal Lobbyist Requirements and that all persons and/or subcontractors acting on behalf of the Contractor will comply with the Lobbyist Requirements.

Failure on the part of the Contractor or persons/subcontractors acting on behalf of the Contractor to fully comply with the Federal Lobbyist Requirements may be subject to civil penalties.

### **34. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT**

The Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015.

### **35. USE OF RECYCLED-CONTENT PAPER PRODUCTS**

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible on the Project.

### **36. CONTRACTOR RESPONSIBILITY AND DEBARMENT**

- a. A responsible contractor is a contractor, consultant, vendor or operating agency who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the policy of the Housing Authority, Commission, and County to conduct business only with responsible contractors.
- b. The Contractor is hereby notified that if the Housing Authority acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the

Housing Authority may, in addition to other remedies provided in the contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on Housing Authority contracts for a specified period of time, which generally will not to exceed five years but may exceed five years or be permanent if warranted by circumstances, and terminate any or all existing contracts the Contractor may have with the Housing Authority.

- c. The Housing Authority may debar a contractor, consultant, vendor or operating agency if the Board of Commissioners finds, in its discretion, that the contractor has done any of the following: (1) violated any term of a contract with the Housing Authority, Commission, or County or a nonprofit corporation created by the Housing Authority, Commission, or County, (2) committed an act or omission which negatively reflects on the its quality, fitness or capacity to perform a contract with the Housing Authority, Commission, or County, any other public entity, a nonprofit corporation created by the Housing Authority, Commission, or County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the Housing Authority, Commission, County, or any other public entity.
- d. If there is evidence that the Contractor may be subject to debarment, the Housing Authority will notify the Contractor in writing of the evidence, which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- e. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Housing Authority shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Commissioners.
- f. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contract Hearing Board shall be presented to the Board of Commissioners. The Board of Commissioners shall have the right to modify, deny or adopt the proposed decision and recommendation of the Hearing Board.

- g. If a Contractor has been debarred for a period longer than five years, that Contractor may, after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The Housing Authority may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the Housing Authority.
- h. The Contractor Hearing Board will consider a request for review of the debarment determination only where (1) the Contractor has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five years; and (3) the request is in writing, states one or more of the ground for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment Hearing.

The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Commissioners. The Board of Commissioners shall have the right to modify, deny or adopt the proposed decision and recommendation of the Contractor Hearing Board.

- i. These terms shall also apply to subcontractors and subconsultants of County, Housing Authority, or Commission contractors, consultants, vendors and agencies.

### **37. COMPLIANCE WITH JURY SERVICE PROGRAM**

- A. Unless the Contractor has demonstrated to the Commission satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program or that Contractor qualifies for an exception to the Jury Service Program, Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or

- that the Contractor deduct from the Employee's regular pay the fees received for jury service.
- B. For purposes of this Section, "Contractor" means a person, partnership, corporation or other entity which has a contract with the Housing Authority, Commission, or County or a subcontract with a Housing Authority, Commission, or County contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more Housing Authority, Commission, or County contracts or subcontracts. "Employee" means any California resident who is a full time employee of Contractor. "Full time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the Housing Authority or County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for the Housing Authority under the Contract, the subcontractor shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract Contract and a copy of the Jury Service Program shall be attached to the Contract.
- C. If the Contractor is not required to comply with the Jury Service Program when the Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify Housing Authority if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The Housing Authority may also require, at any time during the Contract and at its sole discretion, that Contractor demonstrate to the Housing Authority's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program.
- D. The Contractor's violation of this Section of the contract may constitute a material breach of the Contract. In the event of such material breach, Housing Authority may, in its sole discretion, terminate the Contract and/or bar Contractor from the award of future Housing Authority, Commission, or County contracts for a period of time consistent with the seriousness of the breach.

### **38. ACCESS AND RETENTION OF RECORDS**

The Contractor shall provide access to the Housing Authority, the Federal Grantor agency, the Comptroller General of the United States, the Inspector General of the United States or any of their duly authorized representatives to any books, documents,

papers and records of the Contractor which are directly pertinent to this Contract for the purpose of making audits, examinations, excerpts and transcriptions.

The Contractor is required to retain the aforementioned records for a period of five years after the Housing Authority pays final payment and other pending matters are closed under this Contract.

#### **39. CONFLICT OF INTEREST**

The Contractor represents, warrants and agrees that to the best of its knowledge, it does not presently have, nor will it acquire during the term of this Contract, any interest direct or indirect, by contract, employment or otherwise, or as a partner, joint venture or shareholder (other than as a shareholder holding a one (1%) percent or less interest in publicly traded companies) or affiliate with any business or business entity that has entered into any contract, subcontract or arrangement with the Housing Authority. Upon execution of this Contract and during its term, as appropriate, the Contractor shall, disclose in writing to the Housing Authority any other contract or employment during the term of this Contract by any other persons, business or corporation in which employment will or may likely develop a conflict of interest between the Housing Authority's interest and the interests of the third parties.

#### **40. SEVERABILITY**

In the event that any provision herein is held to be invalid, void, or illegal by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect, impair or invalidate any other provision contained herein. If any such provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

#### **41. INTERPRETATION**

No provision of this Contract is to be interpreted for or against either party because that party or that party's legal representative drafted such provision, but this Contract is to be construed as if drafted by both parties hereto.

#### **42. WAIVER**

No breach of any provision hereof can be waived unless in writing. Waiver of any one breach of any provision shall not be deemed to be a waiver of any breach of the same or any other provision hereof.

#### **43. PATENT RIGHTS**

The Housing Authority will hold all the patent rights with respect to any discovery or invention, which arises or is developed in the course of, or under this Contract.



#### **44. NOTICES**

The Housing Authority shall provide the Contractor with notice of any injury or damage arising from or connected with services rendered pursuant to this Contract to the extent that Housing Authority has actual knowledge of such injury or damage. Housing Authority shall provide such notice within ten (10) days of receiving actual knowledge of such injury or damage.

Notices provided for in this Contract shall be in writing and shall be addressed to the person intended to receive the same, at the following address:

**The Housing Authority:**

Maria Badrakhn, Director 2 Coral Circle Monterey Park CA 91755

**The Contractor:**

Dave McConnell, Senior Vice President, One Economy Corp. 920 SW Third Ave, Suite 400 Portland, OR 97204

Notices addressed as above provided shall be deemed delivered three (3) business days after mailed by U.S. Mail or when delivered in person with written acknowledgement of the receipt thereof. The Contractor and the Housing Authority may designate a different address or addresses for notices to be sent by giving written notice of such change of address to all other parties entitled to receive notice.

#### **45. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW**

The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in *Attachment C – Required Contract Notices* of this Contract and is also available on the Internet at [www.babysafela.org](http://www.babysafela.org) for printing purposes.

#### **46. CONTRACTOR'S ACKNOWLEDGMENT OF HOUSING AUTHORITY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW**

The Contractor acknowledges that the Housing Authority places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the Housing Authority's policy to encourage all Housing Authority Contractors to voluntarily post the Housing Authority's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The Department of

Children and Family Services of the County of Los Angeles will supply the Contractor with the poster to be used.

**47. AUTHORIZED USE**

Use of the System to access the internet shall be governed by the Terms and Conditions of the Internet Service Provider (the "ISP") that has agreed to provide such services to the Property. The name of the ISP shall be provided to the Housing Authority along with a link to such ISP's terms and conditions prior to Contractor completing the installation of the System.

**48. CONTENT**

Housing Authority acknowledges that Contractor does not control, nor is Contractor responsible or liable for, data, content, services, or products (including software) that Housing Authority or any third party may access, download, receive or buy via the internet or that is otherwise accessible through the Services. Housing Authority acknowledges that some content and material on the internet or otherwise available through the Services may be offensive, unsuitable for children, or in violation of federal, state or local laws, rules or regulations. Contractor assumes no responsibility for this content or material. All content and material accessed by Housing Authority or any third party through the Services is accessed and used by Housing Authority or such others at their own risk. NEITHER CONTRACTOR NOR CONTRACTOR'S AGENTS SHALL HAVE ANY LIABILITY FOR ANY CLAIMS, LOSSES, DAMAGES, SUITS OR PROCEEDINGS ARISING OUT OF OR RELATING TO ACCESS TO OR USE OF SUCH CONTENT OR MATERIAL BY HOUSING AUTHORITY OR OTHERS.

**49. CONTRACTOR'S CHARITABLE CONTRIBUTIONS COMPLIANCE**

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete the Charitable Contributions Certification as included in Attachment C — Required Contract Forms, the Housing Authority seeks to ensure that all Housing Authority contractors that receive or raise charitable contributions comply with California law in order to protect the Housing Authority and its taxpayers. A Contractor that receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings, or both.

**50. CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

The Contractor acknowledges that the Housing Authority has established a goal of ensuring that all individuals and businesses that benefit financially from the Housing Authority through contract are current in paying their property tax obligations

(secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers. Unless the Contractor qualifies for an exemption or exclusion, the Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this Contract will maintain compliance, with the County's Defaulted Tax Program pursuant to Los Angeles County Code, Chapter 2.206.

**51. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

Failure of the Contractor to maintain compliance with the requirements set forth in Paragraph "CONTRACTOR'S WARRANTY OF COMPLIANCE WITH County's DEFAULTED PROPERTY TAX REDUCTION PROGRAM" shall constitute default under this Contract. Without limiting the rights and remedies available to the Housing Authority under any other provision of this Contract, failure of the Contractor to cure such default within 10 days of notice shall be grounds upon which the Housing Authority may terminate this contract and/or pursue debarment of the Contractor, pursuant to County's Defaulted Property Tax Reduction Program pursuant to Los Angeles County Code, Chapter 2.206

47.

**52. ENTIRE CONTRACT**

This Contract with Attachments A constitutes the entire understanding and Contract of the parties. This Contract includes the following attachments:

- A. Statement of Work
- B. Required Contract Notices

**SIGNATURES**

IN WITNESS WHEREOF, the Housing Authority and the Contractor, through their duly authorized officers, have executed this Contract as of the date first above written.

HOUSING AUTHORITY  
OF THE COUNTY OF LOS ANGELES

ONE ECONOMY CORPORATION

By \_\_\_\_\_  
Sean Rogan  
Executive Director

By \_\_\_\_\_  
*David McConnell*  
Senior Vice President

APPROVED AS TO FORM:  
ANDREA SHERIDAN ORDIN  
County Counsel

APPROVED AS TO PROGRAM:  
HOUSING MANAGEMENT DIVISION

By \_\_\_\_\_  
Deputy

By \_\_\_\_\_  
Maria Badrakhan  
Director



# **ATTACHMENT A**

## **STATEMENT OF WORK**



## **STATEMENT OF WORK**

**Property Name:** Harbor Hills

**Property Address:** 26607 South Western Avenue

**City, State, Zip:** Lomita, CA 90717

**Unit Count:** 301

### **One Economy shall provide:**

- **Internet Access**

- Design and install a shared wireless mesh internet access network to deliver internet access to each residential unit in the property
- Two years of free internet access
- Three years (years 3 – 5) of internet access will be offered to residents at a cost of \$10 per month
- Network monitoring and maintenance for the 5 year period
- Orientation and training for the property staff on the network operations and maintenance

- **Internet Adoption**

- A launch or introductory event will be held including a welcome packet for each household, and may include computer training and a mobile computer lab visit
- A Community Technology Assistant (CTA) will provide network support and resident connectivity support for a term of 1 year. This work may be complemented by a local One Economy Digital Connector program
- A co-branded community portal or splash page installed to provide local, culturally sensitive, easy to use media content through One Economy's public purpose web sites
- Training for property staff on updating local and current information on the community portal

### **Housing Authority Property shall provide:**

- Assistance with baseline, mid-project, and final resident surveys to evaluate program impact
- Approval of the network design plan including an electrical plan
- Access for One Economy and its contractors to the property as needed for network installation, monitoring, and maintenance throughout the 5 years
- Adequate and consistent electrical power as needed to operate the network. Network power draw is minimal, but outlets and circuits need to stay on.
- Property staff to participate in training on network operations and maintenance; and on updating local and current information on the community portal  
Property staff to perform routine network troubleshooting tasks including modem resets, router resets, or powering additional routers as needed.

# **ATTACHMENT B**

## **REQUIRED CONTRACT NOTICES**

## **BACKGROUND AND RESOURCES: CALIFORNIA CHARITIES REGULATION**

There is a keen public interest in preventing misuse of charitable contributions. California's "Supervision of Trustees and Fundraisers for Charitable Purposes Act" regulates those raising and receiving charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) tightened Charitable Purposes Act requirements for charitable organization administration and fundraising.

The Charitable Purposes Act rules cover California public benefit corporations, unincorporated associations, and trustee entities. They may include similar foreign corporations doing business or holding property in California. Generally, an organization is subject to the registration and reporting requirements of the Charitable Purposes Act if it is a California nonprofit public benefit corporation or is tax exempt under Internal Revenue Code § 501(c)(3), and not exempt from reporting under Government Code § 12583. Most educational institutions, hospitals, cemeteries, and religious organizations are exempt from Supervision of Trustees Act requirements.

Key new Charitable Purposes Act requirements affect executive compensation, fundraising practices and documentation. Charities with over \$2 million of revenues (excluding grants and service-contract funds a governmental entity requires to be accounted for) have new audit requirements. Charities required to have audits must also establish an audit committee whose members have no material financial interest in any entity doing business with the charity.

Organizations or persons that receive or raise charitable contributions are likely to be subject to the Charitable Purposes Act. A bidder/proposer on Commission and/or Housing Authority contracts must determine if it is subject to the Charitable Purposes Act and certify either that:

- It is not presently subject to the Act, but will comply if later activities make it subject, or,
- If subject, it is currently in compliance.

### **RESOURCES**

The following resource references are offered to assist bidders/proposers who engage in charitable contributions activities, however, each bidder/proposer is responsible to research and determine its own legal obligations and properly complete the Charitable Contributions Certification form.

In California, supervision of charities is the responsibility of the Attorney General, whose website, <http://caag.state.ca.us/>, contains much information helpful to regulated charitable organizations.

#### **1. LAWS AFFECTING NONPROFITS**

The "Supervision of Trustees and Fundraisers for Charitable Purposes Act" is found at California Government Code §§ 12580 through 12599.7. Implementing regulations are found at Title 11, California Code of Regulations, §§ 300 through 312. In California, charitable solicitations ("advertising") are governed by Business & Professions Code §§ 17510 through 17510.95. Regulation of nonprofit corporations is found at Title 11, California Code of Regulations, §§ 999.1 through 999.5. (Amended regulations are pending.) Links to all of these rules are at: <http://caag.state.ca.us/charities/statutes.htm>.

#### **2. SUPPORT FOR NONPROFIT ORGANIZATIONS**

Several organizations offer both complimentary and fee-based assistance to nonprofits, including in Los Angeles, the *Center for Nonprofit Management*, 606 S. Olive St #2450, Los Angeles, CA 90014 (213) 623-7080 <http://www.cnmsocal.org/>, and statewide, the *California Association of Nonprofits*, <http://www.canonprofits.org/>. Both organizations' websites offer information about how to establish and manage a charitable organization.

**The above information, including the organizations listed, is for informational purposes only. Nothing contained in this sub-section shall be construed as an endorsement by the Commission of such organizations.**



Department of the Treasury  
Internal Revenue Service

**Notice 1015**

(Rev. December 2009)

**Have You Told Your Employees About the  
Earned Income Credit (EIC)?**

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**What Is the EIC?**

The EIC is a refundable tax credit for certain workers.

**Which Employees Must I Notify About the EIC?**

You must notify each employee who worked for you at any time during the year and from whom you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on Form W-4, Employee's Withholding Allowance Certificate.

**Note.** You are encouraged to notify each employee whose wages for 2009 are less than \$48,279 that he or she may be eligible for the EIC.

**How and When Must I Notify My Employees?**

You must give the employee one of the following:

- The IRS Form W-2, Wage and Tax Statement, which has the required information about the EIC on the back of Copy B.
- A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.
- Notice 797, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- Your written statement with the same wording as Notice 797.

If you are required to give Form W-2 and do so on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 8, 2010.

You must hand the notice directly to the employee or send it by First-Class Mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can get copies of the notice from the IRS website at [www.irs.gov](http://www.irs.gov) or by calling 1-800-829-3676.

**How Will My Employees Know If They Can  
Claim the EIC?**

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see Pub. 596, Earned Income Credit (EIC), or the instructions for Form 1040, 1040A, or 1040EZ.

**How Do My Employees Claim the EIC?**

Eligible employees claim the EIC on their 2009 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2009 and owes no tax but is eligible for a credit of \$829, he or she must file a 2009 tax return to get the \$829 refund.

**How Do My Employees Get Advance EIC  
Payments?**

Eligible employees who expect to have a qualifying child for 2010 can get part of the credit with their pay during the year by giving you a completed Form W-5, Earned Income Credit Advance Payment Certificate. You must include advance EIC payments with wages paid to these employees, but the payments are not wages and are not subject to payroll taxes. Generally, the payments are made from withheld income, social security, and Medicare taxes. For details, see Pub. 15 (Circular E), Employer's Tax Guide.

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Notice **1015** (Rev. 12-2009)  
Cat. No. 205991



# *Safely* Surrendered



No shame. No blame. No names.

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723

[www.babysafein.org](http://www.babysafein.org)





# Safely Surrendered Baby Law

## What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

In Los Angeles County: 1 877 BABY SAFE 1 877 222 9723

[www.babysafela.org](http://www.babysafela.org)

## How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

## What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

## Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

## Does the parent or surrendering adult have to call before bringing in the baby?

No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

## Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

## What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

## What happens to the parent or surrendering adult?

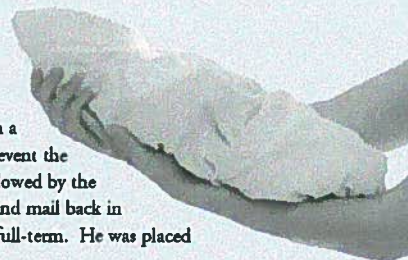
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

## Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.

## A baby's story

Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.





# *Ley de* Entrega de Bebés *Sin Peligro*



*Los recién nacidos pueden ser entregados en forma segura al personal  
de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles*

Sin pena. Sin culpa. Sin nombres.

En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723

[www.babysafe1a.org](http://www.babysafe1a.org)





# Ley de Entrega de Bebés Sin Peligro

## ¿Qué es la Ley de Entrega de Bebés sin Peligro?

La Ley de Entrega de Bebés sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

*Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.*

## ¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre o el adulto que lo entregue recibirá un brazalete igual.

## ¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Angeles al 1-800-540-4000.

## ¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan si tienen custodia legal.

## ¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

## ¿Es necesario que el padre/madre o adulto diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

## ¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

## ¿Qué pasará con el padre/madre o adulto que entregue al bebé?

Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

## ¿Por qué se está haciendo esto en California?

La finalidad de la Ley de Entrega de Bebés sin Peligro es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La Ley de Entrega de Bebés sin Peligro impide que vuelva a suceder esta tragedia en California.

## Historia de un bebé

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazalete con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.

